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T002-2019-000007

HB Doc No. 7928717

IN THE SUPERIOR COURT OF THE STATE OF ARIZONA

IN AND FOR THE COUNTY OF PIMA

STATE OF ARIZONA, *ex rel.* MARK
BRNOVICH,

Plaintiff,

v.

FABIAN CASTRO-LOPEZ, and
JANE DOE CASTRO-LOPEZ,
Individually and as part of or on behalf of any
Marital, Business, Corporate, Trust, or other
Community,

ET AL.

Defendants *In Personam*,

And

THE PROPERTY LISTED AND
DESCRIBED IN APPENDIX ONE,

Defendants *In Rem*
and *In Personam*.

CCSO/DEA Case No. 19-00799

No. C-20191151

STIPULATION BETWEEN
STATE OF ARIZONA AND
CLAIMANT HUGHES FEDERAL
CREDIT UNION REGARDING
PROPERTY ITEM 62

(Assigned to Hon. Richard E. Gordon,
Division 8)

1 The State of Arizona, through the undersigned Assistant Attorney General, and
2 Claimant Hughes Federal Credit Union, through undersigned counsel, and stipulate and
3 agree as follows:

4 1. The State of Arizona initiated this action with the filing of its judicial Notice
5 of Pending Forfeiture and the filing of its Complaint.
6

7 2. Hughes Federal Credit Union filed a judicial Claim on 04/05/2019 as to Item
8 62 as listed in Appendix One to the State's Notice and Complaint:
9

10 Item 62: 2009 DODGE CHALLENGER
11 AZ Plate: SOFHAVN
12 VIN: 2B3LJ54T99H621212
13 Registered to Rebekah Fernandez
14 Lien by Hughes Federal Credit Union

15 3. As set forth in its Claim, Hughes Federal Credit Union's holds a purchase
16 money security interest in Item 62 pursuant to a Secured Closed End Credit Plan Truth in
17 Lending Disclosure/Promissory Note and Security Agreement ("Contract"), secured by
18 Item 62 as collateral and by a Motor Vehicle Lienholder Record. Hughes Federal Credit
19 Union's interests in Item 62 include the principal remaining balance on the loan, accrued
20 and/or accruing interest, fees, costs and any other amounts authorized by the purchase
21 money loans. The borrower under the Contract is Rebekah Fernandez. Rebekah
22 Fernandez has not filed a Claim in this action.
23

24 4. The State of Arizona recognizes and agrees that the interests of Hughes
25 Federal Credit Union in Item 62 are exempt from forfeiture in this action pursuant to
26 A.R.S. §13-4304(4). The State of Arizona waives any Answer requirement as to Hughes
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28

1 Federal Credit Union and any disclosure and discovery obligations to the State of Arizona
2 by Hughes Federal Credit Union.

3 5. Hughes Federal Credit Union does not contest the State of Arizona's
4 forfeiture of Item 62 and the interests of other persons and entities in Item 62, subject to the
5 interests of Hughes Federal Credit Union, and agrees that the State of Arizona may proceed
6 to request an Order forfeiting Item 62 and other interests in Item 62, subject to the interests
7 of Hughes Federal Credit Union. Hughes Federal Credit Union waives any disclosure and
8 discovery obligations by the State of Arizona to Hughes Federal Credit Union.
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11 6. Upon the entry of any Order forfeiting the rights to Item 62 held by other
12 persons or entities and forfeiting Item 62, subject to the interests of Hughes Federal Credit
13 Union, the State of Arizona may elect to keep or sell Item 62 but must satisfy the interests
14 of Hughes Federal Credit Union. Hughes Federal Credit Union shall provide the State of
15 Arizona with the current outstanding balance of its interests in Item 62 at that time.
16

17 7. Upon the entry of any Order forfeiting the interests in and rights to Item 62
18 held by other persons or entities and forfeiting Item 62 to the State of Arizona, subject to
19 the interests of Hughes Federal Credit Union, in the event the State of Arizona elects not to
20 keep or sell Item 62 the State shall convey its interests in Item 62 to Hughes Federal Credit
21 Union. Hughes Federal Credit Union shall then dispose of Item 62 through a commercially
22 reasonable sale. Within thirty (30) days of the completion of such sale, Hughes Federal
23 Credit Union shall provide the State of Arizona with an accounting of the sale, the costs of
24 the sale, and the net proceeds from the sale; and Hughes Federal West Credit Union shall
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1 remit any amounts in excess of Hughes Federal Credit Union's interests in Item 62 to the
2 State of Arizona.

3 8. Hughes Federal Credit Union shall not knowingly return, convey, sell or
4 allow redemption or reinstatement of Item 62 to any person or entity whose interests in
5 Item 62 are ordered forfeited in this action.
6

7 9. The signators below represent that they are authorized to enter this
8 Stipulation and accompanying Order through the electronic signature of the attorneys for
9 the State of Arizona and Hughes Federal Credit Union on behalf of the State of Arizona
10 and Hughes Federal Credit Union, and acknowledge that the terms of this Stipulation and
11 accompanying Order are binding upon the State of Arizona and Hughes Federal Credit
12 Union.
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14

15 10. The State of Arizona and Hughes Federal Credit Union shall bear their own
16 costs and attorney fees each as to the other in this action.

17 RESPECTFULLY SUBMITTED this 28th day of May, 2019.
18

19 MARK BRNOVICH
20 Attorney General

21 /s/ Trish Stuhan
22 TRISH STUHAN
23 Attorney for Hughes Federal Credit Union
24 tstuhan@gustlaw.com

/s/ Thomas J. Rankin
THOMAS J. RANKIN
Assistant Attorney General
Attorney for the State
Thomas.Rankin@azag.gov

25 Original Stipulation e-filed, proposed Order lodged,
26 and copies distributed to assigned Judge
27 and all parties in this action via TurboCourt
28